

# Professional Employee Master Agreement

Between

*Sheffield-Chapin  
Education Association*

*Sheffield-Chapin  
Community School District*



*2006-2007*

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## **1. PREAMBLE**

The Board of Education of Sheffield-Chapin Community School District, hereinafter referred to as the "Board," and the Sheffield-Chapin Education Association, hereinafter referred to as the "Association," recognize that the aim of the public schools is to provide a quality education program for the children and youth of the School District. The parties further recognize that attainment of this educational objective is a joint responsibility of the Board, the administrative and supervisory staff, the professional teaching personnel of the district, the parents of students, and the community at large.

Whereas, the parties have reached certain understandings that they desire to confirm in this agreement, it is agreed as follows:

## **2. RECOGNITION**

The Board of Education of the Sheffield-Chapin Community School District recognizes the Sheffield-Chapin Education Association, by virtue of the PERB Certification instrument Case No. 97, issued by the PERB of June 13, 1975, to be the exclusive bargaining representative for the employees of the Sheffield-Chapin Community Schools in the following bargaining unit:

Included: All professional employees, including classroom teachers, the guidance counselor, the librarian, and the nurse.

Excluded: Superintendent, principals, all non-professional employees, and other employees excluded by Section 4 of the Iowa Public Employee Relations Act.

## **3. GRIEVANCE PROCEDURE**

**3.1** A grievance shall be a claim by an employee or the Association that there has been an alleged violation, misinterpretation, or misapplication of any specific provisions of this Agreement.

**3.2** All grievances must be presented within (10) working school days of the date of occurrence of the event or knowledge of the event that caused the grievance. The failure of an employee or the Association to act on any grievance within the prescribed time limits will act as a bar to any further appeal. Time limits may be extended by mutual agreement.

**3.2.1** An Administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step.

**3.2.2** If a grievance is filed so late in the school year that there is not time for it to be processed by the end of that school year, and if irreparable harm to one of the parties should result if the grievance should be left unresolved till the beginning of the following school year, the time limits set forth in this Agreement shall be reduced so that the grievance procedure may be completed prior to the end of the school year or within a maximum of thirty (30) days thereafter.

**3.2.3** Association grievances shall commence at the Third Step of these procedures.

### **3.3 First Step: Principal (Informal)**

An attempt shall be made to resolve any grievance in informal, verbal discussion between complainant and his/her principal. By request of the grievant, an Association representative may participate in the discussion. Any informal adjustment of a complaint between an employee and his/her principal shall not establish a precedent in any similar situation and shall not be inconsistent with any provision of this Agreement.

### **3.4 Second Step: (Formal)**

If a grievance is not resolved informally, the aggrieved employee shall file the grievance in writing with the building principal within twenty (20) working school days after the event or knowledge of the event that caused the grievance. The written grievance shall state the nature of the grievance, shall specify the specific clause or clauses of this Agreement which have been violated, misinterpreted, or misapplied; and shall state the remedy requested and failure to comply with this section shall result in dismissal of the grievance. Within ten (10) working school days after the grievance has been filed with the principal, the aggrieved employee, the representative of the aggrieved, if desired, and the principal shall meet to discuss and attempt to resolve the alleged grievance. The principal shall communicate in writing his decision to the aggrieved employee, and the Superintendent within ten (10) working school days following the meeting.

### **3.5 Third Step: (Superintendent)**

If the grievance has not been satisfactorily resolved at the second step, the aggrieved may file an appeal of the principal's answer to the Superintendent within ten (10) working school days of the said written decision. After the written grievance is filed, the aggrieved, the representative of the aggrieved, if desired, and the Superintendent shall meet in an attempt to resolve the grievance. The Superintendent shall file an answer within ten (10) working school days of the second step grievance meeting and communicate it in writing to the aggrieved and the principal. The Association in this step shall initially file association grievances. Any disciplinary action grievance shall be filed in writing at the third step within ten (10) working school days from the date that formal disciplinary action was taken.

### **3.6 Fourth Step: (Board of Education)**

If the grievance has not been resolved satisfactorily at the third step, the aggrieved may file an appeal of the superintendent's answer to the Board within ten (10) working school days of the said written decision. Within ten (10) working school days after the written grievance is filed, the aggrieved, the representative of the aggrieved, if desired, and the Board shall meet in an attempt to resolve the grievance. The Board shall file an answer within ten (10) working school days following the meeting and communicate it in writing to the aggrieved.

### **3.7 Fifth Step: (Binding Arbitration)**

If the grievance is not resolved satisfactorily at the fourth step, there shall be available a fifth step of impartial, binding arbitration. Within 30 days from receipt of the Step 3 answer, the Association may submit, in writing, a request on behalf of the Association and the grieving teacher to the Superintendent to enter into binding arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within ten (10) working school days after said notice is given. If the two parties fail to reach agreement on an arbitrator within ten (10) working school days, the PERB will be requested to provide a panel of seven (7) arbitrators. Each of the two parties will alternately strike one name at a time from the panel until only one shall remain. The remaining name shall be the arbitrator. The decision of the arbitrator will be binding on the parties.

3.7.1 Expenses for the arbitrator's services shall be borne equally by the School District and the Association.

3.7.2 The arbitrator, in his opinion, shall not amend, modify, nullify, ignore, or add to the provisions of this Agreement. His authority shall be strictly limited to deciding only the issue or issues presented to him in writing by the School District and the Association and his decision must be based solely and only upon his interpretation of the meaning or application of the express relevant language of the Agreement.

3.8 All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses, the parties in interest, and their designated or selected representatives, heretofore referred to in this Article.

**3.9** The number of days indicated at each level for processing the grievance shall be considered as a maximum and every effort shall be made to expedite the process. The time limits may be extended by mutual agreement.

**3.10** A formal grievance form as set forth in Appendix A shall be available from each Association building representative. The grievant and the Association representative shall sign this form.

**3.11** All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

#### **4. LEAVES OF ABSENCE (Paid)**

Leaves of Absence (Paid) must have approval of superintendent or his designee; signed verification of reason for absence is required upon return to work; salary is paid in full for days missed. The Board may extend the leave provision in any specific case. Any fees or remuneration received by the employee for his services during leave shall be given to School District General Fund.

##### **4.1 Sick Leave**

Each teacher or other employee of the Sheffield-Chapin Community School District shall be granted leave of absence for personal illness or injury with full pay in the following minimum amounts:

First Year of Employment	10 days
Second Year of Employment	11 days
Third Year of Employment	12 days
Fourth Year of Employment	13 days
Fifth Year of Employment	14 days
Sixth Year of Employment and subsequent years	15 days

4.1.1 Accumulation: Sick Leave only is accumulative, the accumulative amounts shall apply only to consecutive years of employment in the school district and unused portions shall be cumulative and equal to a total of one hundred five (105) days. The Board of Education may extend the cumulative amount for an individual case at their discretion. The district may require staff to provide confirmation of illness or injury from a physician if absent for 3 days or more per occurrence.

4.1.2 Staff members that have accumulated the maximum number of sick days per master contract shall receive \$250 per year for not using any sick days, \$75 for using less than one-half of the individual's (yearly allotted) sick leave days. Staff members that have not accumulated the maximum number of sick days shall receive \$100 for not using any sick leave days.

##### **4.2 Elongated Use of Sick Leave**

An employee desiring to utilize sick leave for major illness shall notify the Superintendent or his designee in writing of the anticipated commencement and termination of sick leave as soon as those dates become known. The School Board may require reasonable evidence confirming the necessity for such leave, including a medical examination by a physician of the Board's choice at the District's expense. Elective surgery shall be done during the summer months, if possible.

##### **4.3 Bereavement or Hospitalization**

Up to eight (8) days total leave per year, per employee shall be granted for any of the following reasons:

- (1) Death or hospitalization of an employee's spouse, child, son-in-law, daughter-in-law,

- mother, father, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, and any other member of the immediate household.
- (2) When a spouse, dependent child, or parent is in need of outpatient medical treatment.
  - (3) When a dependent child under age thirteen (13) is home sick, and requires the care of parent.
  - (4) In case of death of any other relative or friend, time off shall be allowed to attend the funeral.
  - (5) The Board at its discretion, in any emergency, may extend the time for any individual.

#### **4.4 Jury and Legal Duty**

Any employee called for jury duty or who is subpoenaed during school hours or who is required an appearance in any judicial or administrative proceeding, or who shall be asked to testify in any arbitration matter within the school district shall be provided the time. Any fees or remuneration the employee received during such leave shall be turned over to the Sheffield-Chapin School System.

#### **4.5 Educational Leave**

Educational leave during the school year may be granted to attend clinics, workshops, labs, curriculum study groups, as related to instructional school work, with the approval of superintendent or his designee. When teacher is requested to attend by the Board or its designee, then mileage, registration fees, lodging, and meals will be paid. This is a leave other than that for credit that advances one on the salary schedule. If an employee is serving as a consultant at a clinic, workshop, lab or curriculum study group, any fees or remuneration the employee receives during such consulting services, minus mileage reimbursement, shall be turned over to the Sheffield-Chapin School System.

#### **4.6 Personal Leave**

At the beginning of each year, each employee shall be credited with two (2) days of personal leave. A personal day may be used for any purpose at the discretion of the employee. An employee planning to use a personal leave day shall notify his principal in writing at least two (2) days in advance, except in cases of emergency. The employee may be asked to explain the reason for any personal leave requested for a school day immediately prior to or following a holiday or vacation period. Reasonable restrictions may be imposed on personal leave on such days. No more than two (2) employees will be allowed personal leave per day. An employee may carry over one half of their allowed personal leave to the next contract year, with a maximum of six (6) days to be accumulated. The District shall compensate employees per diem, per day for unused Personal Leave for up to one half of an individual's unused accrued personal leave days.

Those teachers with more than fifteen (15) continuous years of employment in the District, shall receive on the sixteenth (16) year, one additional personal day. Those teachers with more than twenty (20) continuous years of employment in the District, shall receive on the twenty-first (21) year, two additional personal days.

#### **4.7 Leave Record**

The Board Secretary shall record Verification of Reason for Absences on the Employee Individual Leave Record Card. This card must be signed by the teacher on the last day of school, each year.

#### **4.8 Association Leave**

An Association designee shall be granted six (6) days total leave to attend ISEA/NEA Delegate Assembly, conventions or workshops. The Association shall pay three day's substitute pay.



## **5. LEAVES OF ABSENCE (Unpaid)**

Unpaid leave must have approval of superintendent or his designee; verification for reason of absence signed upon return to work; salary will not be paid for days missed. Employees must use all available personal leave before leaves under this article will be granted.

**5.1** This leave includes extended leaves, vacations, military leave of absence (only as required by law):

### **5.2 Child Rearing Leave**

5.2.1 In the case of a birth or adoption of a child, any teacher shall have the right to apply for a leave without pay for child rearing purposes.

5.2.2 In cases where both husband and wife may be teachers in this school system, only one of said persons shall be entitled to such leave.

5.2.3 Child rearing leave may be made to become effective immediately upon the termination of elongated sick leave.

5.2.4 Child rearing leave shall be granted for a minimum period of up to the end of a grading period in which the birth or adoption of a child occurs, or for successive nine (9) week grading periods up to a maximum of one (1) school year. A request for extension of such leaves must be made at least three (3) weeks prior to the expiration of the first period thereof.

5.2.5 Where the birth of a child is anticipated during the first month of a school year and a child rearing leave is being requested, the child rearing leave must commence at the start of the school year.

5.2.6 Where a child rearing leave is requested, the teacher requesting such leave will be permitted to return to the school system prior to the last five (5) teaching days of the school year.

5.2.7 Applications for child rearing leave shall be filed at least three (3) months before the anticipated birth of a child. In case of adoption, application for child rearing leave shall be made as soon as possible.

5.2.8 Where a teacher, who has been granted a child rearing leave, returns to the system at any time other than the start of the school year, the teacher will be assigned to his or her former position unless, in the discretion of the superintendent, such reassignment would be disruptive to the educational process and in that event the teacher may be assigned to any position decided upon by the superintendent so long as such assignment is within the certification of such teacher, it being the purpose of such assignment not to interfere with or disrupt the instruction of the pupils particularly where such pupils may have commenced their instruction with a teacher who was assigned to such pupils at the start of the school year.

5.2.9 Anything to the contrary, notwithstanding, a child rearing leave granted to a teacher need not be extended beyond the end of the contract school year in which the leave is obtained.

5.2.10 The dates for the commencement and termination of child rearing leaves shall in all cases be subject to and based upon a finding and determination by the Board that such leaves will not substantially interfere with the administration of the school or with the education of the pupils.

## **6. PHYSICAL PROVISIONS**

A Doctor's Statement of Health is required of each first year employee in the system. The employee pays the initial examination cost. The Board reserves the right to select the physician. Any tests not required by state law and the Board physical form will be paid by the employee.

## **7. INSURANCES**

### **7.1 Types**

The Board agrees to provide employees working 20 (twenty) hours per week or more under contract the following insurance protection.

#### **7.1.1 Health and Major Medical**

Hospitalization and Major Medical Insurance Coverage shall be provided for the employee under United Health Care Choices Plus Plan. Any employee wishing to include his family on this plan shall have the additional premium deducted from his/her salary. Any change in insurance carrier or level of benefits shall be by joint agreement of the Association and Board.

#### **7.1.2 Income Protection**

Income protection will be provided by the District for each employee. Benefits shall commence two (2) weeks after all accumulated sick leave has been exhausted. The benefit level for all employees shall be 70% of the employee's gross monthly salary. Any change in insurance carrier or level shall be by joint agreement of the Association and Board.

#### **7.1.3 Term Life Insurance**

Effective July 1, 1996, and continuing thereafter, the District shall provide a \$20,000 term life insurance policy for each employee. The District shall pay the premium. Any change in insurance carrier or level of benefits shall be by joint agreement of the Association and Board.

#### **7.1.4 - Dental Insurance**

The District and Association shall designate a dental insurance carrier and the levels of benefits to be offered to the employees. The employees may purchase dental insurance from this carrier or another carrier of his/her choice at no cost to the District.

#### **7.1.5 - Optical Insurance**

The District and the Association shall designate an optical insurance carrier and levels of benefits to be offered to the employees. The employee may purchase optical insurance from this carrier or another carrier of his/her choice at no cost to the District.

### **7.2 Coverage**

The Board provided insurance programs shall be twelve (12) consecutive months for employees of the district. Employees who work the year before a resignation or termination shall receive Board provided insurance coverage for twelve (12) consecutive months ending September 30. Employees who work less than a year shall receive pro-rated insurance coverage (i.e. 6 months is 2/3'rds of the benefit year). New employees to the District shall be covered by hospitalization and major medical insurance effective the first day of contracted employment with the district.

### **7.3 Descriptions**

Each employee shall be provided with description of the insurance coverage provided herein within 30 days of beginning of school year.

## 8. REDUCTION OR REALIGNMENT OR TRANSFER OF STAFF

8.1 In the event that layoffs become necessary because of a substantial change in the size or nature of student enrollment or because of limitations or because of curriculum revision, the determination of such necessity being in the sole, final and exclusive judgment of the Board of Education, staff reduction will be accomplished in the following manner:

- (1) The Board will first attempt to accomplish the same by attrition.
- (2) If the reduction of staff cannot be accomplished by attrition, those employed with temporary or emergency certification shall be laid off first.
- (3) If fully certified, tenured employees properly endorsed by the State of Iowa are to be considered for layoff, those with the least number of years in curricular area and having the least qualifications in terms of graduate study hours and professional degrees shall be laid off first. The following point system shall be used to ascertain the order of layoff: 2.0 points shall be assigned for each full year of accredited teaching employment in the Sheffield-Chapin Community School District; 0.5 points shall be assigned for each full year of accredited teaching employment in an outside school district; 0.3 points shall be assigned for each semester hour of graduate credit; 0.1 shall be assigned for each staff development credit; 2.0 points shall be assigned to an MA degree in the employee's curricular area. The employee with the fewest number of points so assigned shall be first laid off unless;
  - (a) reduction of that employee could not achieve reduction in the necessary curricular area, or
  - (b) that employee's position is mandated by applicable statute or Department of Education Regulation and transfer or transfers of certified employees to fill such area, in which case the employee next lowest in points whose reduction will achieve the necessary result, shall be laid off.
- (4) In those situations where experience and qualifications as described are deemed equal, the Superintendent shall have the authority to consider the respective professional abilities and other criteria of the affected employees for the purposes of recommending to the Board which employee shall be laid off.
- (5) If the Superintendent is unable to make a recommendation based upon such factors, then contract renewals will be given to the employees with the greater full-time continuous service in the District, as shown by the employees signing date on the contract with the District.
- (6) Laid-off employees shall be reinstated in inverse order of layoff if certified and have taught at the same K-8, 7-12 level to fill the vacancies. No new or substitute full-time appointments shall be made while there are employees available who are eligible under the recall provisions of this Section and certified to fill the vacancy.
- (7) Any employee laid off pursuant to the provisions of this Section shall have recall rights as set forth in the above paragraph to any position for which the employee was certified and has taught at the K-8, 7-12 level at the time of lay-off. Such recall rights shall exist for a period of one year from the 30<sup>th</sup> day of June of the school year when laid off. Employees so laid off shall have the above stated recall rights to any position for which the employee becomes certified in the same level, K-8, 7-12, within a period of one year from the 30th day of June of the school year when laid off, conditioned upon the employee furnishing to the Superintendent written confirmation of the certification within 30 days after completion of certification. Employees so laid off who become certified for vacancies more than one year but within two years from the 30th day of June of the school year of lay off shall be given strong consideration for recall to such position, conditioned upon giving written notification to the Superintendent within 30 days after completion of certification.
- (8) Any employee reemployed by exercise of recall rights will be reinstated at the same salary, related benefits and experience as if their last year of regular employment had been the year immediately prior to the year of reemployment (e.g. if at the time of layoff, the employee was on Step 10, employee upon reemployment would proceed to Step 11). During the one-year period of layoff, while employee is eligible for recall, said employee may at his/her option, continue under the coverage provided by applicable "Board provided" insurances set forth in Section 7 conditioned upon the employee paying the entire premium and acceptance thereof by the insurance carrier. If not recalled and upon expiration of said one year period, this option to continue coverage shall terminate.
- (9) Any employee who is laid off for reasons of staff reduction or realignment shall be accorded the recall rights provided by this Section unless specifically waived in writing by the employee. The Board shall annually provide the Association with a current list of those employees who currently retain such rights.

- (10) The Administration shall, in writing, notify the Association and each employee who will be affected by the provisions of this Section on or before March 15 of each school year which notice shall set forth the reasons for such staff reduction or realignment and the specific reasons for said employee's reduction.
- (11) An employee shall be notified of recall in writing, specifying the vacancy and the date of recall. After receiving the notice of reemployment he/she advised the Board in writing by certified mail that he/she accepts the position offered in such a notice and he/she will be able to commence employment on the date specified on the notice. Notice of recall or acceptance of recall shall be considered received when mailed by certified mail, return receipt requested, to the last known address of the party in question as shown on the school district's records. Notice shall be effective if personally delivered to the employee by the Secretary of the Board or a person designated by the notice. The same time period previously indicated herein will be applicable.

## **8.2 Transfers**

Transfer shall be defined as the movement from one building and/or assignment to another.

Notice of vacancies of the District shall be posted in the Superintendent's office and in the faculty lounge of each building for the upcoming year within five (5) days following the date established for the return of teacher contracts for the ensuing year.

Employees who desire a transfer or change in subject assignment shall file a written request with the Superintendent for consideration within 10 days after notice is posted setting out his/her qualifications and the vacancy he or she desires to fill.

Employer-initiated transfers shall not be made for wholly arbitrary and capricious reasons. When practicable, before an employer-initiated transfer is effective, a conference will be held with the affected employee giving reasons for the transfer. In the event a conference cannot be held prior to the transfer, a conference shall be held within five (5) school days of the date of the transfer with the employee.

In the determination of a transfer, the District's philosophy and needs shall be the priority. The qualifications of the employee and the desires of the employee will be taken into account. However, preferential consideration shall be given current employees over a new hire wherein qualifications of all applicants are relatively equal. When two (2) or more current employees are considered for transfer (voluntary or involuntary) and are equally qualified as determined by the Superintendent, then the person with the most seniority shall be selected.

Notice of disposition of a request with reasons shall be given prior to the end of the school year.

## **9. TEACHER EVALUATION**

### **9.1 Purpose**

The primary purpose of the evaluation procedures described is to improve teacher effectiveness and the quality of instruction. The employee will be evaluated in consideration of his/her past education and training in relation to the course(s) that he/she has been asked to teach by the District, on a comparison of the bargaining unit member's knowledge of the subject matter as to whether said knowledge meets, exceeds, or is less than that possessed by others teaching the same subject or grade level and the interest and welfare of the public school students in terms of how effectively the subject matter is communicated to the students. The document entitled Individual Career Development Plan and Performance Review shall be used in compliance with Chapter 284 of the Iowa Code.

### **9.2 Schedule**

9.2.1 By September 1 of each school year, the Administrative staff shall acquaint employees with the Iowa Teaching Standards and criterion, the district-adopted descriptors, and the procedures and instruments to be used.

9.2.2 The employee performance of first and second year teachers shall be formally observed

at least three times each school year. Career teachers employed in the district shall have their teaching performance formally evaluated at least once every three (3) years. Additional formal evaluations may be made at the discretion of the administration.

### **9.3 Individual Career Development Plan and Performance Review**

- 9.3.1 Career teachers in the district shall develop an Individual Career Development Plan with the approval and assistance of the building administrator.
- 9.3.2 During each school year involving an individual career development plan, the career teacher shall submit an individual or group career development plan by October 1. The evaluator shall meet with the teacher to review the plan, jointly modify the plan as needed, and approve the plan by October 30. Modification of the plan can be made at any time by mutual agreement. The annual review of the individual career development plan shall occur at a previously discussed meeting prior to May 15.

### **9.4 Process**

All observations of the work performance of the employee shall be conducted openly and with full knowledge of the employee. All evaluations are to be fair and accurate. Any Career teacher who has been evaluated has the right to grieve any evaluation as unfair, unjust, or inaccurate.

- 9.4.1 Each formal observation shall be a minimum of 30 minutes in length. All formal observations of an employee shall be conducted with the full knowledge of the employee.
- 9.4.2 During each school year involving a formal observation, the evaluator and employee shall meet to discuss dates for a pre-observation conference, formal observation, and post-observation conference. The post-observation conference must be no later than five (5) school days following the formal observation.
- 9.4.3 The evaluator's written observation comments shall be reviewed at the post-conference. As part of the post-conference, the evaluator shall identify the standards and criteria in which the teacher has demonstrated competence (1) during formal and informal observations and (2) written materials developed by the teacher.
- 9.4.4 Within 10 school days after the post-observation conference, each employee shall receive a written copy of his/her evaluation. The employee shall sign the evaluator's copy acknowledging receipt of the employee's copy. The employee's signature on the evaluation form shall be understood to indicate his or her awareness of the material but in no instances shall said signature be interpreted to mean agreement with the content of the material.
- 9.4.5 During the post-observation conference or at another meeting, the teacher and evaluator shall identify the teacher's current status in meeting the eight Iowa Teaching Standards and discuss any additional artifacts and information that is needed to document the Iowa Teaching Standards. The teacher and evaluator shall continue to meet to review additional documentation and continue to identify the teacher's status in documenting the eight Iowa Teaching Standards.
- 9.4.6 Informal classroom visits by the Superintendent or his designee may occur at any time. If an informal classroom observation becomes evaluative, the employee shall be notified in writing within one (1) school day of the visit. Within five (5) days, a conference will be held and the employee will have the right to submit an explanation, other written statement or other supportive evidence in response.

- 9.4.7 The employee shall have the right to submit an explanation or other written statement

regarding any evaluation following the date of the conference, which statement will be attached to the evaluation and become a part of the employee's personnel file.

- 9.4.8 If the evaluator determines that the teacher has not met all eight standards, then the evaluator shall inform the teacher which standard(s) have not been met and the evaluator and teacher shall jointly determine what information the evaluator needs in order to indicate the teacher meets all eight standards. If another observation is needed it shall be held by the end of March. If only a conference is needed, then it shall be held by the end of March.
- 9.4.9 By April 30, the evaluator shall complete the Performance Review for those teachers beyond their second year of service, and arrange a meeting with the teacher to discuss the review. The evaluator shall provide the teacher with a copy of the completed Performance Review at least one (1) day prior to the meeting.
- 9.4.10 By April 30, for those teachers in their second year of teaching, the evaluator shall complete the Comprehensive Evaluation, and meet with each teacher to discuss the evaluation.

## **9.5 Filed complaint**

Any complaint made against an employee or person for whom the employee is administratively responsible, by any parent, student, or other person shall be promptly called to the attention of the employee if said complaint is to be placed in the employee's personnel file. The employee shall have the right to submit an explanation or other written statement regarding any complaint.

The Board shall not discipline, suspend, discharge or demote an employee without just cause. All employees' evaluations are to be fair, accurate and just.

## **10. EMPLOYEE'S WORKDAY**

### **10.1 Length**

For employees, the school day on which salaries are based is the period of time that the school is regularly in session for students plus reasonable time as is necessary to plan the day's work, confer with pupils and parents, and perform such other duties that are appropriate for employees as prescribed by Board or its designee. A school day shall be defined at 8:00 a.m. to 4:00 p.m.

- 10.1.1 It is recognized that the employee's professional day extends beyond student-contact hours to include time for such responsibilities as additional planning and evaluation, faculty and committee meetings, parent conferences, additional professional education, and other professional responsibilities of the employee.
- 10.1.2 It is further acknowledged that these additional activities are not necessarily accomplished in the building to which the employee is regularly assigned and if the employee leaves the building, it is assumed that it is for professional or extraordinary personal reasons.

### **10.2 Duty Free Prep Period and Lunch Period (Letter of Understanding attached)**

Each teacher shall have a minimum of one (1) duty free preparation period each school day or cycle (Day A, Day B), whatever is appropriate. The school day shall be defined for this clause as that part of the day from 8:20 a.m. to 3:30 p.m. The lunch period shall not be designated as a prep period. Every effort shall be made to secure for each teacher a duty free lunch period. If the administration

is unable to arrange time for a duty free lunch period for each teacher, a rotating schedule shall be developed.

### **10.3 Compensation for Substituting**

If, in the case that a substitute teacher cannot be secured and a fellow teacher is asked by the building principal to cover a class for the absent teacher, the teacher will be compensated per diem.

## **11. CALENDAR**

A committee consisting of two teachers (volunteer) and one board appointed member of the Sheffield-Chapin Community School shall request a committee from any school with which they are in a sharing agreement, to meet jointly to draft a minimum of two proposed calendars for the next school year. The calendar will be selected by majority vote of all members of any Education Association in all districts involved and submitted to the Board of Education after coming back from winter break. The joint committee will make every effort to include meaningful variety between the proposed calendars offered.

## **12. PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT (Related to Salary Schedule Provisions)**

### **12.1 Credit from prior experience and/or education**

New employees coming into the system shall receive full credit for experience in other systems up to and including seven years. The Board of Education may give credit for all experience accumulated in other systems.

### **12.2 Change in placement on schedule**

Employee classifications for salary schedule placement may be changed by giving to the Secretary of the Board an acceptable proof of credit PRIOR TO September 10 of the school year, at which time a new contract will be written.

12.2.1. MA (BA+45) Effective the 1990-91 contract year, those teachers who have previously earned forty-five (45) or more semester hours of graduate college credit in courses related to their curriculum assignment, shall be placed at their appropriate experience step on Lane VI. The procedure for movement to these lanes shall be the same as defined in 12.2, Change in Placement on Schedule.

### **12.3 Teacher Education Requirements:**

12.4.1 The District's educational requirements for advancement on the salary schedule shall be semester hours, the same as those set by the State of Iowa certification policies.

12.4.2 Undergraduate/graduate course work not applying toward a degree but taken in a specific subject area at the request of the Board of Education may be used to move on the pay schedule IF the course work is paid from Phase III; however, if it is paid from the General Fund, this work may NOT qualify for a pay schedule move.

12.4.3 Credit for travel will be allowed toward the education requirements providing such credit is earned under the supervision of a college or State or National Education Association. The teacher must submit evidence that such travel is accepted as credit by an accredited college or university.

#### **12.4 Release Penalty**

The Board does not wish to grant any release from an individual contract once the contract is signed. If a teacher is granted a release from his or her contract, the teacher may be required to pay the costs of securing a suitable replacement not to exceed \$100 within forty-five (45) days after the signed contract is returned to the Board, and not to exceed \$200 thereafter.

### **13. WAGES AND SALARIES**

#### **13.1 Schedule**

13.1.1 The salary of each employee is based on the regular salary schedule which is attached and made a part of this agreement. The base salary is the base (100%) determinant of salary differentials on the schedule and corresponds to the hours of education when a BA degree is conferred at an approved college or university. The BA Base salary shall be negotiated every year corresponding to the negotiating of the Master Contract.

#### **13.2 Advancement on Salary Schedule**

13.2.1 Employees on the regular salary schedule shall be granted one (1) increment or vertical step on the schedule for each year of successful service as determined by performance evaluations. A year of service consists of employment in the district for ninety (90) consecutive teaching days or more in any one school year.

#### **13.3 Method of Payment**

13.3.1 Employees shall be paid on the 15th of each month. The compensation for the summer months of June, July, and August shall be paid at one time, but in three (3) separate checks, one each for the months of June, July, and August (to be received on June 15). If any employee desires to be paid on the 15th of the month for each of the summer months, the Superintendent shall be notified before the close of the school year.

13.3.2 Summer compensation for the July and August checks in June is dependent upon available funds.

#### **13.4 Curriculum Writing Compensation**

13.4.1 Teachers who do curriculum or related work during the school year outside the regular school day or during the summer months, as assigned by the Superintendent, shall be compensated at a per diem rate, based on the participating teachers placement on the salary schedule. No teacher would be paid less than \$19.00 per hour. Mileage reimbursement for a vehicle shall be made at the state-authorized rate.

#### **13.5 Payroll Deduction**

##### **13.5.1 Annuities and Others**

Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for annuities, savings bonds and insurances, or any other plans or programs jointly approved by the Board and Association.



### 13.5.2 Association Dues

#### 13.5.2.1 Authorization

Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing payroll deduction of professional dues. The form of the assignment shall be set forth in Appendix B to be submitted prior to September 10. The Board shall not be required to honor an assignment submitted after September 10. The Association shall provide to the board a complete list of membership by Sept. 10 to be updated if additions are added at a later date.

#### 13.5.2.2 Regular Deduction

Pursuant to a deduction authorization, the Board shall deduct one-twelfth (1/12) of total dues from the regular salary check of the employee each month for twelve (12) months, beginning in September and ending in August of each year.

#### 13.5.2.3 Duration

Such authorization shall continue in effect from year to year unless revoked in writing by the employee, by September 10 of current school year.

#### 13.5.2.4 Termination

Any employee who terminates employment prior to completion of contract shall provide verification to the Board from the Association that dues are paid in full or that satisfactory arrangements have been made thereof.

#### 13.5.2.5 Transmission of Dues

The Board's Secretary shall transmit to the Association's Treasurer the total monthly deduction for professional dues within ten (10) school days following each regular period, and a listing of the employees for whom deduction was made.

#### 13.5.2.6 Hold Harmless

The Association agrees to indemnify and hold harmless the Board, each individual Board member, and all administrators against any and all claims, costs, suits or other forms of liability and all court costs arising out of the application of the provisions in the agreement between the parties for dues deduction.

### 13.6 DISTRIBUTION FOR THE STUDENT ACHIEVEMENT AND TEACHER QUALITY PROGRAM (SF476)

If the District participates in the Student Achievement and Teacher Quality Program (SF476) the following distribution method will be used.

This distribution will be separate from and in addition to the bargained salaries, Phase I, and Phase II for 2006-2007.

1. Minimum salaries for the first-year beginning teachers, second year beginning Teachers and Career I teachers will be paid according to the salary provisions of the law.
2. Any remaining funds from the District's appropriation will be distributed to (all other teachers equally).

Calculation of this supplement will be made as soon as possible when staffing is completed for 2006-2007 school year, but not later than October 15, 2006. Funds will be distributed in two separate checks. One check will be paid in December equal to the percentage received from the State by December 15. The second check shall be paid in May equal to the remaining percentage due to the teacher.

#### 14. COMPLIANCE CLAUSES AND DURATION

##### 14.1 Separability

Should a court of declare any article, section, or clause of this agreement illegal competent jurisdiction or the Iowa General Assembly, then that article, section or clause shall be deleted from this agreement to the extent that it violates the law. The Board and Association shall enter into negotiations to replace said provisions. The remaining articles, sections, and clauses shall remain in full force and effect.

##### 14.2 Printing Agreement

14.2.1 At the conclusion of negotiations, the collective agreement will be printed by the Board and within thirty (30) days copies will be printed and given to the Association President for distribution to its members.

##### 14.3 Duration Period of Agreement

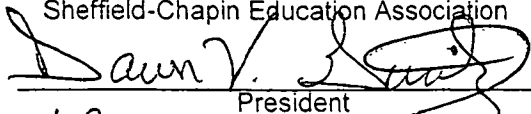
This Agreement shall be effective for a one (1) year period as of July 1, 2006, until June 30, 2007, following ratification by the Association and the Board. The salary schedule, supplemental (extra duty) pay schedules and insurances shall be negotiable each year.

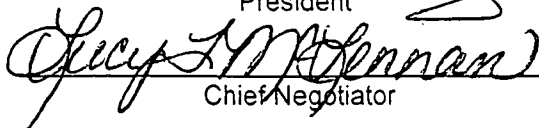
##### 14.4 Signature Clause

In witness whereof the parties hereto have caused this Agreement to be signed by their respective president, attested by their respective chief negotiators, and their signatures placed thereon, all on

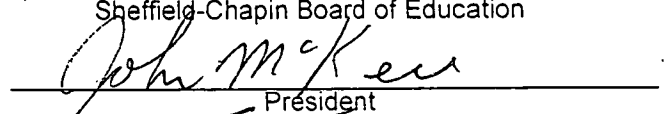
The 15th day of May, 2006

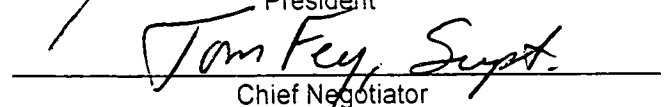
Sheffield-Chapin Education Association

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Chief Negotiator

Sheffield-Chapin Board of Education

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Chief Negotiator

**LETTER OF UNDERSTANDING PERTAINING TO 10.2  
FOR 2006-2007 SCHOOL YEAR**

If any individual teacher has fewer preparation periods than is the norm, that individual shall be relieved of other duties such as, but not limited to bus duty, hall duty, lunch duty, etc. All efforts shall be made to equalize workloads considering number of students in classes, number of different class preps, etc.

**SCHEDULE A**

	I BA	II BA+8	III BA+16	IV BA+24	V BA+30	VI MA/BA+45	VII MA+8
Base	1.00	1.030	1.060	1.090	1.120	1.150	1.180
1	1.04	1.071	1.102	1.134	1.165	1.195	1.227
2	1.08	1.112	1.145	1.177	1.210	1.242	1.274
3	1.12	1.154	1.187	1.221	1.254	1.288	1.322
4	1.16	1.195	1.230	1.264	1.299	1.334	1.369
5	1.20	1.236	1.272	1.308	1.344	1.380	1.416
6	1.24	1.277	1.314	1.352	1.389	1.426	1.463
7	1.28	1.318	1.357	1.395	1.434	1.472	1.510
8	1.32	1.360	1.399	1.439	1.478	1.518	1.558
9	1.36	1.401	1.442	1.482	1.523	1.564	1.605
10	1.40	1.442	1.483	1.526	1.568	1.610	1.652
11		1.483	1.526	1.570	1.613	1.656	1.699
12				1.613	1.658	1.702	1.746

**SCHEDULE B**

	I BA	II BA+8	III BA+16	IV BA+24	V BA+30	VI MA/BA+45	VII MA+8
Base	23,525	24,231	24,937	25,642	26,348	27,054	27,760
1	24,466	25,195	25,925	26,677	27,407	28,112	28,865
2	25,407	26,160	26,936	27,689	28,465	29,218	29,971
3	26,348	27,148	27,924	28,724	29,500	30,300	31,100
4	27,289	28,112	28,936	29,760	30,559	31,382	32,206
5	28,230	29,077	29,924	30,771	31,618	32,465	33,311
6	29,171	30,041	30,912	31,783	32,676	33,547	34,417
7	30,112	31,006	31,923	32,817	33,735	34,629	35,523
8	31,053	31,994	32,911	33,852	34,770	35,711	36,652
9	31,994	32,959	33,923	34,864	35,829	36,793	37,758
10	32,935	33,923	34,888	35,899	36,887	37,875	38,863
11		34,888	35,899	36,934	37,946	38,957	39,969
12				37,946	39,004	40,040	41,075

**SCHEDULE C**

Salary Scale - Percent of Base

Base	0.70
1	0.73
2	0.76
3	0.79
4	0.82
5	0.85
6	0.88
7	0.91
8	0.94
9	0.97
10	1.00

**SCHEDULE D****COACHING AND EXTRA DUTY SCHEDULE**

<b>Position</b>	<b>Base</b>	<b>1 yr.</b>	<b>2 yrs.</b>	<b>3 yrs.</b>	<b>4 yrs.</b>
Athletic Director	14%	14%	14%	14%	14%
Head Football	8%	9%	10%	11%	12%
Assistant Football	5%	6%	7%	8%	9%
Head Basketball*	8%	9%	10%	11%	12%
Assistant Basketball*	5%	6%	7%	8%	9%
Freshman Basketball*	4%	5%	6%	7%	8%
Head Track*	8%	9%	10%	11%	12%
Assistant Track*	5%	6%	7%	8%	9%
Head Girls Volleyball	8%	9%	10%	11%	12%
Assistant Girls Volleyball	5%	6%	7%	8%	9%
Freshman Girls Volleyball	4%	5%	6%	7%	8%
Head Baseball	8%	9%	10%	11%	12%
Assistant Baseball	5%	6%	7%	8%	9%
Freshman Baseball	4%	5%	6%	7%	8%
Head Softball	8%	9%	10%	11%	12%
Assistant Softball	5%	6%	7%	8%	9%
Freshman Softball	4%	5%	6%	7%	8%
Golf*	8%	9%	10%	11%	12%
Weight Room Supervisor	5%	5%	5%	5%	5%
+Cheerleading - Football	2.5%	3.0%	3.5%	4.0%	4.5%
+Cheerleading - Basketball	2.5%	3.0%	3.5%	4.0%	4.5%
+Newspaper	1.6%	2.6%	3.6%	4.6%	5.6%
+Annual	4%	5%	6%	7%	8%
+Plays (per play)	4%	5%	6%	7%	8%
+Speech	4%	5%	6%	7%	8%
+Science Club	4%	5%	6%	7%	8%
+Fall Musical Vocal Director	3%	4%	5%	6%	7%
+Fall Musical Director	3%	4%	5%	6%	7%
+Instrumental Music	8%	9%	10%	11%	12%
+Vocal Music (H.S.)	8%	9%	10%	11%	12%
+Prom Advisor	3%	4%	5%	6%	7%
+Art Extra Duty	4%	5%	6%	7%	8%
[]Chaperone	3%	3%	3%	3%	3%
National Honor Society	2%	3%	4%	5%	6%
Chemical Maintenance	2 days per diem				

\* These positions include boys or girls

+ These positions shall be on lane "1 year" for employees with 1-5 yrs experience. Employees with more than 5 yrs experience will be paid on lane "2 year". After 1998-99 employees shall move one lane annually.

[] Clarification of Chaperone: Must chaperone Homecoming, Winter Formal or Prom. 3 staff members are required for each event, the total of 3% of the base pay would be divided equally among those staff members, who so choose to chaperone any or all of these events.

**Bus Chaperone:**

100 miles round trip or less	\$12.00/trip
More than 100 miles round trip	\$20.00/trip

1. All personnel start at base step
2. All persons will advance one step per year.
3. All percentages are based on the base of the salary schedule

**Workers:**

Concession Stand Advisor	\$25.00/night
Football Announcer	\$10.00/night
Football Timekeeper	\$10.00/night
Football Sideline	\$10.00/night
Basketball Scorekeeper	\$10.00/night
Basketball Scoreboard	\$10.00/night
Camerman	\$10.00/night
Ticket Sellers	\$10.00/night
Volleyball Scorekeeper	\$10.00/night
Volleyball Scoreboard	\$10.00/night

#### SCHEDULE E

##### Insurance

Full single coverage shall be provided employees working for the district prior to July 1, 1984; employment must include 20 (twenty) hours a week or more. Employees hired and working 20 (twenty) hours or more per week under contract after July 1, 1984, shall be provided prorated premiums of full single coverage to be equal to the percent of time working.

#### SCHEDULE F

Upon completion of thirteen continuous years of service in the District, and beginning the fourteenth (14) year, a teacher who is in Lane III, IV, V, VI, or VII, on Schedule B shall receive a longevity payment of \$130. This bonus shall increase by \$130 increments each year, for each continual year of employment. The bonus shall be included on the employee's contract, and paid in a lump sum on the employee's December paycheck.

#### SCHEDULE G

Extended contract year salaries of counselor, vocational agriculture, summer band, librarian and tech coordinator are by an equivalent to the per day salary on the regular year contract.

**APPENDIX A**

**Grievance Claim**

**Sheffield-Chapin Community School District**

A. Name of person or organization making claim \_\_\_\_\_

B. Date alleged violation occurred \_\_\_\_\_

C. Section(s) of contract violated \_\_\_\_\_

D. Statement of Grievance \_\_\_\_\_

\_\_\_\_\_

E. Relief sought \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

F. Signature of person or persons representing organization.

\_\_\_\_\_

Date \_\_\_\_\_ Date \_\_\_\_\_

**STEP I Informal**

Date informal discussion occurred \_\_\_\_\_

**STEP II Principal**

Signature of Aggrieved Person \_\_\_\_\_

Date received by Principal \_\_\_\_\_

Disposition by principal or immediate supervisor. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Principal or  
Immediate Supervisor

\_\_\_\_\_  
Date decision delivered to aggrieved

**STEP III**  
Superintendent

Signature of Aggrieved Person \_\_\_\_\_

Date received by Superintendent or Designee \_\_\_\_\_

Disposition by Superintendent or Designee \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Superintendent  
or Designee

Date decision delivered  
to aggrieved

**STEP IV**  
Board of Education

Signature of Aggrieved Person \_\_\_\_\_

Date received by Board of Education \_\_\_\_\_

Date of Meeting \_\_\_\_\_

Disposition by Board of Education \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Board President

Date decision delivered to aggrieved

**STEP V**

\_\_\_\_\_

Signature of Aggrieved Person

Signature of Association President

Date received by Board Secretary \_\_\_\_\_

Date of Arbitration Meeting and presenting of written issues \_\_\_\_\_

Disposition and Award of Arbitration \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**APPENDIX B  
DUES DEDUCTION AUTHORIZATION FORM  
FOR EDUCATION ASSOCIATION DUES**

SHEFFIELD-CHAPIN COMMUNITY SCHOOL

EMPLOYEE'S NAME \_\_\_\_\_  
(please print)

DATE \_\_\_\_\_

I hereby authorize and direct the Board of Education of the Sheffield-Chapin Community School District of Sheffield, Iowa, Franklin County, to deduct National, State, and Local Association Dues from my salary each month. My total yearly unified dues are \$ \_\_\_\_\_ to be paid to the Sheffield-Chapin Education Association. I understand that the total dues deduction will be divided into twelve(12) equal installments with the first deduction in the September paycheck and the last in the August paycheck. I understand that this deduction authorization may not be altered during the school year and shall remain in full force and effect during each successive year of employment with the Sheffield-Chapin School District in periods of one year, but may be revoked by me at any time by thirty (30) days written notice to my employer and to said organization.

Employee \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
District Secretary

\_\_\_\_\_  
Date Received

The above authorization must be received ten (10) calendar days before September payday by the District Secretary of the Sheffield-Chapin Community School District in order to be effective.